

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP WORK ORDER (AUG 1989) AND ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this Contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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F.2 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) All Contractor and DOE employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either: be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the DOE Contracting Officer when work is stopped pursuant to this paragraph.

(b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.

(c) A negative impact on the environment, safety or health of the site, the site workers, or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.

(d) As stated in the Section I clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution" the Contracting Officer may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor representatives" for "the Contracting Officer" in all subcontracts containing the above-cited "Integration of Environment, Safety, and Health into Work Planning and Execution" clause.

F.3 TERM OF THE CONTRACT

The transition period of this contract will be contract award through November 30, 2000. The period of performance will commence December 1, 2000. The Target Date for physical completion of the contract is December 31, 2006.

F.4 DELIVERIES

Delivery of products/services under this contract shall be in accordance with the written direction of the Contracting Officer or any duly authorized Government representative.

F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under the contract shall be in the Fernald, OH area and as described in Section C.

F.6 DECLARATION OF SITE CLOSURE

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Upon physical completion of the contract requirements as set forth in the Statement of Work, the Contractor shall prepare a letter declaring that the FCP has been physically completed. If the Contractor submits such a letter, the Government will have fourteen (14) business days to decide whether the Contractor's declaration is reasonable. Subsequently, the Government will, within sixty (60) calendar days accept the project as complete or provide the Contractor with a final definitive punch list of material deficiencies which preclude the Government from accepting the physical completion of the contract and a time frame for completion. During the acceptance period, the actual completion date will be fixed as the date the Contractor declares the FCP as physically complete. The Contractor shall complete any deficiencies identified by DOE and costs incurred to correct these deficiencies will be unallowable. During this period, the actual completion date will remain fixed while the Contractor completes the remaining open deficiencies.

Upon completion of the punch list material deficiencies, the Contractor shall submit a Final Declaration Letter for physical completion of the FCP. The Contractor's Final Declaration Letter and the Contractor's responsibility for completion of any material deficiencies shall be limited only to completion of the Government's final definitive punch list of material deficiencies established above, inasmuch as all other work was previously accepted by the Government. In the event the Government determines that a portion of its final punch list of material deficiencies is not completed, the Contractor will be notified accordingly within thirty (30) calendar days of receipt of the Contractor's Final Declaration Letter. Costs incurred to correct these deficiencies will also be considered unallowable. In this event, and for any future incomplete final punch list work identified by the Government, the Contractor shall proceed diligently with the completion of the work and, upon completion, all withholding will be released to the Contractor except the required retainage amount set forth by Clause B.8. To minimize the number of potential punch list items, DOE will review/consider preliminary declarations of work completion. Items identified for correction and corrected prior to the submission of the Final Declaration Letter will not be considered punch list items pursuant to this clause.

F.7 CONTRACT CLOSEOUT

Concurrent with the Contractor's declaration of physical completion of the contract, as described in F.6, above, the Contractor shall submit a separate plan including budget and schedule for close-out of the contract.

The Contract Close-out Plan will include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; ongoing monitoring and stewardship costs; or any other activities required by the clause of this contract entitled, "Allowable Cost and Payment".

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